

Filed in my office at 4 day of Aug, 2009
Marla Bess Clerk
Boyle D.C.

STATE OF TENNESSEE
GRUNDY CIRCUIT COURT
CIVIL ACTION NO. 8137

CAIN FIELD NURSERY, BONITA FARM
NURSERY, TRAVIS WANAMAKER,
ANTHONY WANAMAKER AND
CATRENIA WANAMAKER

PLAINTIFFS

VS.

SUZANNE NORTH, INDIVIDUALLY;
CINDY ANDERSON, INDIVIDUALLY;
RICHARD MACKIE, INDIVIDUALLY;
SUZANNE NORTH DBA SUMMITVILLE
CROP INSURANCE AGENCY; CINDY
ANDERSON DBA SUMMITVILLE
CROP INSURANCE AGENCY; RICHARD
MACKIE DBA SUMMITVILLE CROP
INSURANCE AGENCY; AND
SUMMITVILLE CROP INSURANCE AGENCY

DEFENDANTS

Serve: Suzanne North (Home address)
212 West High Street
Manchester, Tennessee 37355
(Coffee County, Tennessee)

Suzanne North (Work address)
Summitville Crop Insurance Agency
219 Clark Road
Summitville, Tennessee 37382
(Coffee County, Tennessee)

Cindy Anderson (Home address)
275 S P Anderson Road
Manchester, Tennessee 37355
(Coffee County, Tennessee)

Cindy Anderson (Work address)
Summitville Crop Insurance Agency
219 Clark Road
Summitville, Tennessee 37382
(Coffee County, Tennessee)



**Richard Mackie (Home address)
530 Glade Creek Road
Sparta, Tennessee 38583
(White County, Tennessee)**

**Summitville Crop Insurance Agency
Attention: Cindy Anderson, Owner and Agent
219 Clark Road
Summitville, Tennessee 37382
(Coffee County, Tennessee)**

*** * * * ***
COMPLAINT
*** * * * ***

Come the Plaintiffs, Cain Field Nursery, Bonita Farm Nursery, Travis Wanamaker, Anthony Wanamaker and Catrenia Wanamaker, and for their Complaint and causes of action herein against the Defendants, Suzanne North, individually; Cindy Anderson, individually; Richard Mackie, individually; Suzanne North dba Summitville Crop Insurance Agency; Cindy Anderson dba Summitville Crop Insurance Agency; Richard Mackie dba Summitville Crop Insurance Agency; and Summitville Crop Insurance Agency, state as follows:

1. Plaintiff Travis Wanamaker is an individual resident of McMinnville, Warren County, Tennessee, with a residential address of 1557 Dry Shave Road, McMinnville, Tennessee 37110 and Plaintiff Travis Wanamaker is the owner and operator of farming and nursery businesses known as Cain Field Nursery, which is located and operated in Grundy County, Tennessee and known as Bonita Farm Nursery, which is located and operated in Warren County, Tennessee.

2. Plaintiffs Anthony Wanamaker and Catrenia Wanamaker are individual residents of McMinnville, Warren County, Tennessee with a current residential address of 57 Dry Shave Road, McMinnville, Warren County, Tennessee 37110 and Plaintiffs Anthony Wanamaker and

Catrenia Wanamaker are former owners and operators of Cain Field Nursery and Bonita Farm Nursery.

3. Defendant Suzanne North is an individual resident of Coffee County, Tennessee with a current residential address of 212 West High Street, Manchester, Coffee County, Tennessee 37355 and Defendant Suzanne North is an insurance agent for and owner and operator of Defendant Summitville Crop Insurance Agency.

4. Defendant Cindy Anderson is an individual resident of Coffee County, Tennessee with a current residential address of 275 S P Anderson Road, Manchester, Coffee County, Tennessee 37355 and Defendant Cindy Anderson is an insurance agent for and an owner and operator of Defendant Summitville Crop Insurance Agency.

5. Defendant Richard Mackie is an individual resident of White County, Tennessee with a current residential address of 530 Glade Creek Road, Sparta, White County, Tennessee 38583 and Defendant Richard Mackie was an insurance agent for and an owner and operator of Summitville Crop Insurance Agency during all times applicable to this Complaint and during all times applicable to the claims and causes of action set forth herein.

6. Defendant Summitville Crop Insurance Agency is a for profit business which is in the business of offering, providing and selling insurance policies in the State of Tennessee, including policies providing coverage for events which cause crop damage, for businesses, upon property and for individuals in Grundy County, Tennessee; its principal office is located at 219 Clark Road, Summitville, Coffee County, Tennessee 37382; and it should be served by and through its owner and agent, Cindy Anderson at such address.

7. Defendants Suzanne North, Cindy Anderson, Richard Mackie and Summitville Crop

Insurance Agency sold a policy of insurance for the benefit of Plaintiff Cain Field Nursery in Grundy County, Tennessee and for the benefit of Bonita Farm Nursery in Warren County, Tennessee to and for the benefit of Plaintiff Travis Wanamaker, the owner and authorized representative of Plaintiff Cain Field Nursery and Plaintiff Bonita Farm Nursery for such purpose for the 2005 crop year, which such policy was represented by such Defendants to the Plaintiffs as providing insurance coverage for the crops, products, farm, nursery materials and inventory of Cain Field Nursery and Bonita Farm Nursery upon the property operated as Cain Field Nursery in Grundy County, Tennessee and as Bonita Farm Nursery in Warren County, Tennessee.

8. Such policy sold by Defendants Suzanne North, Cindy Anderson, Richard Mackie and Summitville Crop Insurance Agency was issued by Farmers Crop Insurance Alliance, Inc. and Great American Insurance Company, in conjunction with the Federal Crop Insurance Corporation (hereinafter "FCIC") and the Risk Management Agency (hereinafter "RMA") pursuant to a Standard Reinsurance Agreement between Farmers Crop Insurance Alliance, Inc., Great American Insurance Company and the FCIC.

9. Defendants Suzanne North, Cindy Anderson, Richard Mackie and Summitville Crop Insurance Agency had provided insurance services and insurance agent services to the Plaintiffs, Cain Field Nursery, Bonita Farm Nursery, Travis Wanamaker, Anthony Wanamaker and Catrenia Wanamaker, on numerous prior occasions and for a number of years prior to providing insurance agent and agency services to such Plaintiffs for the 2005 crop year.

10. Defendants Suzanne North, Cindy Anderson, Richard Mackie and Summitville Crop Insurance Agency were aware of the ownership of various nursery and farm businesses by Plaintiffs Anthony Wanamaker and Catrenia Wanamaker and were aware of the transition of

ownership in Plaintiff Cain Field Nursery and Plaintiff Bonita Farm Nursery from Plaintiffs Anthony Wanamaker and Catrenia Wanamaker to Plaintiff Travis Wanamaker, with Defendant Richard Mackie having discussed such ownership and having discussed and suggested such ownership transition with Plaintiffs Anthony Wanamaker, Catrenia Wanamaker and Travis Wanamaker.

11. Insurance coverage upon Plaintiff Cain Field Nursery and Plaintiff Bonita Farm Nursery was sought by the Plaintiffs in order to provide insurance coverage to Plaintiff Cain Field Nursery and Plaintiff Bonita Farm Nursery and its owner for damages incurred by and/or to Plaintiff Cain Field Nursery and Plaintiff Bonita Farm Nursery and the farming and nursery enterprises, products, inventory and materials of Plaintiff Cain Field Nursery and Plaintiff Bonita Farm Nursery for the 2005 crop year and Defendants Suzanne North, Cindy Anderson, Richard Mackie and Summitville Crop Insurance Agency held themselves out as being able to provide and as having provided such insurance coverage through the insurance policy obtained by such Defendants for the Plaintiffs from Farmers Crop Insurance Alliance, Inc. and Great American Insurance Company.

12. On or about April 29, 2005 a hail storm and/or hail storms damaged the farm, nursery crops and inventory of Plaintiff Cain Field Nursery in Grundy County and of Plaintiff Bonita Farm Nursery in Warren County and an insurance claim was made and filed by Plaintiff Travis Wanamaker for and on behalf of Plaintiff Cain Field Nursery and Plaintiff Bonita Farm Nursery upon the policy of insurance obtained by Defendants Suzanne North, Cindy Anderson, Richard Mackie and Summitville Crop Insurance Agency to provide coverage for such damages.

13. The insurance policy obtained by Defendants Suzanne North, Cindy Anderson,

Richard Mackie and Summitville Crop Insurance Agency for the benefit of Plaintiff Cain Field Nursery and Plaintiff Bonita Farm Nursery and its owner should have provided coverage for the damages incurred as a result of such hail storm and/or hail storms which occurred on or about April 29, 2005.

14. Plaintiff Cain Field Nursery and Plaintiff Bonita Farm Nursery, by and through Plaintiff Travis Wanamaker, properly made claims for such damages upon the policy issued by Farmers Crop Insurance Alliance, Inc. and Great American Insurance which had been obtained by Defendants Suzanne North, Cindy Anderson, Richard Mackie and Summitville Crop Insurance Agency, for the benefit of the Plaintiffs.

15. The claims were adjusted, however, no agreement could be reached with Farmers Crop Insurance Alliance, Inc. and Great American Insurance Company and then the claims were submitted to Arbitration through the American Arbitration Association pursuant to the terms of the insurance policy.

16. An Arbitration Award determined was issued by the applicable Commercial Arbitration Tribunal of the American Arbitration Association on or after August 8, 2008, which determined that the applicable insurance policy is void and provides no coverage for the Plaintiffs' claims.

17. Defendants Suzanne North, Cindy Anderson, Richard Mackie and Summitville Crop Insurance Agency had represented to the Plaintiffs that such insurance policy which the Defendants obtained for the Plaintiffs from Farmers Crop Insurance Alliance, Inc. and Great American Insurance Company would provide coverage for such damages incurred at Plaintiff Cain Field Nursery in Grundy County, Tennessee and at Plaintiff Bonita Farm Nursery in Warren

County, Tennessee.

18. The negligence of Defendants Suzanne North, Cindy Anderson and Richard Mackie individually and as agents of and doing business as Defendant Summitville Crop Insurance Agency in failing to properly obtain an insurance policy providing coverage for the benefit of Plaintiff Cain Field Nursery and Plaintiff Bonita Farm Nursery and its owner, Plaintiff Travis Wanamaker, for the damages suffered as a result of the hail storm and/or hail storms which occurred on or about April 29, 2005 or for the benefit of one or more of the Plaintiffs and in negligently committing errors and omissions in obtaining information from the Plaintiffs and in providing information to Farmers Crop Insurance Alliance, Inc. and Great American Insurance Company in order to properly insure the Plaintiffs and their property has caused damages to the Plaintiffs in uncovered damages and unpaid damages from the hail storm which occurred on or about April 29, 2005 and the Plaintiffs are entitled to recover such damages from Defendant Summitville Crop Insurance Agency and from Defendants Suzanne North, Cindy Anderson and Richard Mackie, individually and as agents for and doing business as Defendant Summitville Crop Insurance Agency, jointly and severally.

19. Also, based upon the representations made by Defendants Suzanne North, Cindy Anderson, Richard Mackie and Summitville Crop Insurance Agency that they would obtain such insurance coverage for such damages, which such representations were relied upon by Plaintiff Travis Wanamaker for himself and for and on behalf of Plaintiff Cain Field Nursery and Bonita Farm Nursery in order to purchase such insurance policy from Farmers Crop Insurance Alliance, Inc. and Great American Insurance Company by and through Defendants Suzanne North, Cindy

Anderson, Richard Mackie and Summitville Crop Insurance Agency, Defendants Suzanne North, Cindy Anderson, Richard Mackie and Summitville Crop Insurance Agency are also contractually liable for all of the damages and losses suffered by the Plaintiffs as a result of such hail damage on or about April 29, 2005 and, therefore, Defendants Suzanne North, Cindy Anderson and Richard Mackie, individually and as agents for and doing business as Defendant Summitville Crop Insurance Agency, and Defendant Summitville Crop Insurance Agency breached their duties and contractual obligations to the Plaintiffs and are jointly and severally liable for all of such damages.

20. The damages suffered by the Plaintiffs in Grundy County, Tennessee on property located in Grundy County, Tennessee and in Warren County, Tennessee on property located in Warren County, Tennessee exceed the minimum jurisdictional limits of this Court and jurisdiction is proper before this Court.

WHEREFORE, the Plaintiffs, Cain Field Nursery, Bonita Farm Nursery, Travis Wanamaker, Anthony Wanamaker and Catrenia Wanamaker, demand as follows:

1. That a Judgment be entered herein against the Defendants, Suzanne North, individually, Cindy Anderson, individually, Richard Mackie, individually, Suzanne North dba Summitville Crop Insurance Agency, Cindy Anderson dba Summitville Crop Insurance Agency, Richard Mackie dba Summitville Crop Insurance Agency and Summitville Crop Insurance Agency, jointly and severally, for all of the damages suffered by the Plaintiffs as a result of the negligence and breach of contract of such Defendants;

2. That the Plaintiffs be allowed the recovery of their costs and expenses incurred herein and their attorneys fees;

3. A trial by jury; and
4. Any and all other relief to which they may appear entitled.

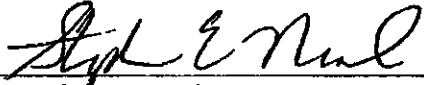
Respectfully submitted by:

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(APPLICATION AND MOTION TO PRACTICE PRO
HOC VICE BEFORE THE COURT PENDING)

BY: 
Stephen E. Neal

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE

v.

Case No. _____

DISCLOSURE STATEMENT

I, the undersigned, counsel of record for Smithville Crop Insurance Agency
certify to the best of my knowledge and belief:

☒ My client has no corporate interests to be identified under *Federal Rule of Civil Procedure 7.1* or *Federal Rule of Criminal Procedure 12.4*.

☐ My client has the following parent corporation(s):

☐ The following publicly held corporation(s) own 10% or more of my client's stock:

Charles E. Moody ^{by permission}
(Signature of Counsel)

9/22/09
(Date)